

PERSONAL SEAT LICENSE MARKETING AND SALES AGREEMENT

BY AND BETWEEN

ERIE COUNTY STADIUM CORPORATION

AND

BILLS STADIUM AND EVENTS COMPANY, LLC

DATED AS OF MARCH 29, 2023

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SCHEDULES AND EXHIBITS

SCHEDULE 1–	DEFINITIONS AND RULES AS TO USAGE
EXHIBIT A –	INSURANCE COVERAGE REQUIREMENTS

PERSONAL SEAT LICENSE MARKETING AND SALES AGREEMENT

This PERSONAL SEAT LICENSE MARKETING AND SALES AGREEMENT (this “Agreement”) is made as of the 29th day of March 2023, by and between the ERIE COUNTY STADIUM CORPORATION, a New York business corporation and wholly owned subsidiary of the New York State Urban Development Corporation, d/b/a Empire State Development (“ESD”), a public benefit corporation (“ECSC”), and Bills Stadium and Events Company, LLC, a Delaware limited liability company (“StadCo”).

RECITALS

A. **WHEREAS**, Buffalo Bills, LLC, a Delaware limited liability company (the “Bills”) owns the National Football League (together with any successor or assignee thereof, the “NFL”) member club currently known as the Buffalo Bills (the “Team”).

B. **WHEREAS**, ECSC and the State of New York (the “State”), finding that the expenditure of public money for the acquisition, construction, lease, improvement, equipping, operation and maintenance, financing, and long-term use of a multi-purpose stadium and related infrastructure (the “Stadium”) as a venue for hosting the Team’s home games in Orchard Park, New York, and a broad range of other civic, community, athletic, educational, cultural, and commercial activities serves a public purpose, authorized the construction of the Stadium in Erie County, New York (the “County”).

C. **WHEREAS**, the State and the County legislature provided for the public financing of the Stadium, in conjunction with contributions by the Bills and certain other private contributions, and for tax-exempt ownership of such Stadium by ECSC.

D. **WHEREAS**, on March 29, 2022, ECSC, the County and the Bills entered into a Memorandum of Understanding, as amended by that certain First Amendment to Memorandum of Understanding dated October 14, 2022 (as amended, the “MOU”) setting forth in principle certain actions to be undertaken by each of the Parties to enable the financing, design and construction of the Stadium and related amenities (the “New Stadium Complex”).

E. **WHEREAS**, in furtherance of the MOU, concurrently with this Agreement, (i) ECSC, the County and StadCo, an Affiliate of the Bills, are entering into that certain Stadium Development and Construction Coordinating Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “CCA”) pursuant to which the Stadium, to be owned by ECSC, is to be constructed in the County, and (ii) ECSC and StadCo are entering into that certain Stadium Lease dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Stadium Lease”) concerning the long-term use of the New Stadium Complex.

F. **WHEREAS**, due to its ownership of the New Stadium Complex (as defined in the CCA), ECSC is the sole owner of the right to sell personal seat licenses (each, a “PSL” and collectively, “PSLs”) with respect to seating in the Stadium for pre-season games, regular season games and post-season games played by the Team in the Stadium (excluding the Super Bowl) (collectively, “Team Games”) and other events such as concerts or civic events (together with

Team Games “Stadium Events”). Pursuant to the terms of the MOU, ECSC enters into this Agreement to retain StadCo to act as ECSC’s agent to market and sell PSLs on behalf of ECSC, and to use the net proceeds from the sale of PSLs as a component of the financing for the payment of the project costs for the construction of the New Stadium Complex (as defined in the CCA). The Parties intend and understand that, as further provided in Section 6.1 of this Agreement, this is a limited agency right for purposes of funding expenses associated with the construction of the New Stadium Complex in accordance with the terms contained in the CCA, and any costs or expenses associated with the PSL program shall be funded from the proceeds of sales of PSLs to PSL Licensees (as defined herein), and pursuant to the terms of the MOU, ECSC is entering into this Agreement to retain StadCo to act as ECSC’s agent in marketing and selling PSLs to PSL Licensees.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and the mutual promises, undertakings, and covenants hereinafter set forth, and intending to be legally bound hereby, ECSC and StadCo covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Defined Terms. Capitalized terms used in this Agreement shall have the meanings set forth in Schedule 1 to this Agreement, except where otherwise stated.

ARTICLE II APPOINTMENT OF AGENT; SCOPE OF SERVICES

Section 2.1 Appointment of StadCo as PSL Agent. Subject to the terms of this Agreement, during the Sales Term (as defined herein) ECSC hereby appoints StadCo to serve, and StadCo shall act as, ECSC’s exclusive agent (in such capacity, the “PSL Agent”), with the right to appoint subagents pursuant to the terms hereof (each, a “Subagent”), for the marketing of, solicitation of orders for, and sales of, PSLs and the execution and delivery of PSL Sales Agreements on the forms approved by ECSC as provided in Section 2.4 of this Agreement and any related PSLs. The PSLs will be sold with respect to seating in the Stadium for Stadium Events. The PSL Agent shall use commercially reasonable efforts to sell, or cause to be sold, all of the PSLs, *provided* however, that in no event shall PSL Agent’s inability to sell all of the PSLs release or relieve PSL Agent from any of its obligations or liabilities under the CCA. In the event that a PSL shall terminate due to a default by the PSL Licensee under the applicable PSL Sales Agreement, the PSL Agent shall use commercially reasonable efforts to sell, or cause to be sold, a new PSL with respect to the applicable PSL seat (each such new PSL, a “Replacement PSL”).

Section 2.2 Efforts; Marketing Plan. During the Sales Term, the PSL Agent shall market, solicit orders for, and sell PSLs in accordance with the Marketing Plan. In particular, the PSL Agent shall be responsible for the following:

(a) the PSL Agent shall or shall cause its Subagent to, on an annual basis on or before January 1st of the relevant year, develop a plan for the marketing and promotion of PSLs for each calendar year during the Sales Term (each, a “Marketing Plan”); *provided* that, with

respect to the first calendar year (or any remaining portion thereof) of the Sales Term, the PSL Agent shall develop a Marketing Plan within ninety (90) days after the Effective Date. The ECSC shall review, comment on, and approve each Marketing Plan, in its reasonable discretion, in a timely manner; and

(b) the PSL Agent shall or shall cause its Subagent to establish a marketing and sales center, for use with respect to the PSL Agent's obligations under this Agreement at such location as may be determined by the PSL Agent (the "Sales Center").

Neither StadCo nor the PSL Agent nor any Subagent nor the Team shall make any promises or commitments on behalf of ECSC or act in any way that suggests it has the authority to bind ECSC, except in its limited capacity as PSL Agent, subject to the terms of this Agreement. Subject to the limitations provided for in Section 6.1 of this Agreement, the PSL Revenues shall be used to pay or reimburse PSL Agent for all of the costs and expenses incurred in connection with the marketing of, solicitation of orders for, and sales of PSLs, and the execution and delivery of PSL Sales Agreements and any related PSLs, in each case as PSL Costs to the extent such are included in the PSL Budget, including costs and expenses relating to the preparation of each Marketing Plan and to the establishment, maintenance, and operation of the Sales Center.

Section 2.3 Provision of Technical and Professional Services. The PSL Agent shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision, and expertise to satisfactorily complete the work required under this Agreement at no risk to ECSC.

Section 2.4 PSL Sales Agreements. The PSL Agent shall develop standardized forms of contracts for the sale of PSLs (such contracts, the "PSL Sales Agreements"), which forms of contract shall be subject to the approval of ECSC in its reasonable discretion. Each PSL Sales Agreement shall provide, among other things, (A) that any PSL related to such PSL Sales Agreement does not grant or provide the PSL Licensee with any property right, nor does it grant or provide any ownership or other equity interest in the New Stadium Complex, (B) for a release and indemnification of ECSC, ESD, the County and their directors, officers, employees, and agents from and against any liability, losses, claims, demands, costs and expenses, including attorneys' fees and litigation expenses, arising out of any personal injury or property damage occurring in or upon the Stadium or related ECSC property in connection with the PSL Licensee's use of any applicable PSL, (C) that the PSL Agent or a Subagent executes and delivers such PSL Sales Agreement on behalf of ECSC as agent (and not as principal) of ECSC, but only if such executed PSL Sales Agreement is in the form approved by ECSC, (D) that the interest of ECSC in such PSL Sales Agreement and revenues associated therewith may from time to time be sold, transferred or otherwise assigned (whether outright or for collateral purposes) to one or more third-parties, (E) that the rights under any applicable PSL will not extend beyond the expiration or earlier termination of the Stadium Lease, as the same may be renewed and/or extended pursuant to the terms thereof, (F) that the PSL Agent and not ECSC, will be responsible for processing all refunds due to any PSL Licensee, and (G) that ECSC and ESD will not be liable for monetary damages thereunder for any reason, including an actual or alleged nonperformance by any Person, including ECSC and ESD. Upon request of ECSC, the PSL Agent shall provide to ECSC certification that (1) such PSL Sales Agreement was executed by a duly authorized officer, employee or other individual on behalf of the PSL Agent or Subagent, as agent for ECSC, and (2) the PSL Agent has

complied in all respects with Applicable Law in the performance of its obligations under this Agreement.

The PSL Agent shall timely and fully perform and comply with all material provisions, covenants, and other promises required to be observed by it under the PSL Sales Agreements in accordance with commercially reasonable standards. The PSL Agent shall not extend, amend, forgive, discharge, compromise, cancel or otherwise modify the terms of any PSL Sales Agreement without the prior written consent of ECSC, with such consent not to be unreasonably withheld, conditioned, or delayed.

The PSL Agent shall maintain and implement administrative and operating procedures (including an ability to recreate records evidencing PSL Sales Agreements in the event of the destruction of the originals thereof), and keep and maintain all documents, books, computer tapes, disks, records, and other information reasonably necessary or advisable for the collection of all PSL Revenues (including records adequate to permit the daily identification of each PSL Revenue and all collections with respect to each PSL Revenue). The PSL Agent shall give prompt notice of any material change in its administrative and operating procedures referred to in the previous sentence to ECSC.

The PSL Agent shall deliver to ECSC periodic reports setting forth the following: (i) the PSLs sold, (ii) a forecast for the PSLs to be sold, (iii) the amount of gross proceeds from sales of the PSLs collected, (iv) the aggregate PSL Costs and Commissions, (v) the amount of net proceeds from sales of the PSLs collected, (vi) a copy of all executed PSL Sales Agreements, (vii) a variance report, and (viii) any information, documents, records or reports with respect to PSL Revenues and the PSL Sales Agreements that ECSC shall reasonably require. The PSL Agent shall also prepare a comprehensive annual financial report relating to the PSL Sales Agreements and the PSL Revenues, which report shall be delivered to ECSC, within one hundred eighty (180) days after the end of the PSL Agent's fiscal year. The PSL Agent shall prepare quarterly revenue and expense statements relating to the PSL Sales Agreements and the PSL Revenues, which statements shall be delivered to ECSC, within sixty (60) days after the end of each calendar quarter.

Section 2.5 Marketing Materials. The PSL Agent shall develop marketing materials for distribution to potential PSL Licensees ("Marketing Materials"). All Marketing Materials shall be submitted by the PSL Agent to ECSC for review, comment, and approval before use, which review, comment, and approval shall be accomplished by ECSC in a timely manner. The ECSC hereby grants to the PSL Agent the exclusive right, during the Sales Term, to use the Marketing Materials and ECSC Marks in connection with its marketing and sale of the PSLs and in accordance with this Agreement.

Section 2.6 Standard of Performance. The PSL Agent and each Subagent will perform all services under this Agreement in accordance with Applicable Law. As further provided in Article VII, the PSL Agent has the right to utilize any Subagent(s) to carry out the functions and obligations of the PSL Agent under this Agreement (subject to the provisions of Article VII regarding the responsibility of the PSL Agent for its Subagents), including the matters referred to in Article IV, and all such Subagents shall comply with all applicable terms and conditions of this Agreement and the use thereof by the PSL Agent shall not release the PSL Agent from any obligations under this Agreement.

Section 2.7 Representations and Warranties. The PSL Agent makes the following representations and warranties as of the Effective Date:

(a) Organization and Good Standing. The PSL Agent is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and has the organizational power and authority to execute, deliver, and perform its obligations under this Agreement and, in all material respects, to own its property and conduct its business as such properties are presently owned and as such business is presently conducted (including, without limitation, in the State).

(b) Due Qualification. The PSL Agent is validly existing, is duly qualified to do business, is in good standing and has obtained all necessary licenses and approvals in each jurisdiction in which the failure to so qualify or to obtain such license or approval would be reasonably likely to have a material adverse effect.

(c) Due Authorization. The execution, delivery, and performance of this Agreement have been duly authorized by the PSL Agent by all necessary organizational action on the part of the PSL Agent.

(d) Binding Obligation. This Agreement has been duly executed and delivered by the PSL Agent and constitutes a legal, valid, and binding obligation of the PSL Agent enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting enforcement of creditor's rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in law or at equity).

(e) No Violation. To the PSL Agent's knowledge with respect to matters in this clause (e) that relate to ECSC, the consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof do not in any material way conflict with, result in any material breach by the PSL Agent or ECSC, respectively, of any of the material terms and provisions of, nor constitute (with or without notice or lapse of time) a material default by the PSL Agent or ECSC, respectively, under any indenture, agreement or other instrument to which the PSL Agent or ECSC, respectively, is a party or by which it shall be bound; nor violate, to the PSL Agent's knowledge, any law, order, rule or regulation applicable to the PSL Agent or ECSC, respectively, of any court or of any federal or state regulatory body, administrative agency or other federal or state instrumentality having jurisdiction over the PSL Agent or ECSC, respectively, that would reasonably be expected to have a material adverse effect.

(f) No Proceedings. There are no material proceedings or investigations pending or, to the PSL Agent's knowledge, threatened against the PSL Agent or ECSC, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the PSL Agent or ECSC: (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, or (iii) seeking any determination or ruling that would materially and adversely affect the validity or enforceability of this Agreement.

(g) No Consents. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the consummation of the transactions contemplated by this Agreement, except for those which have been obtained and are in full force and effect.

(h) Material Adverse Effect. No event has occurred that alone or together with other events could reasonably be expected to have a material adverse effect on the applicable party. The PSL Agent has no knowledge of any judgment, tax or statutory lien filings against the PSL Agent or ECSC which would reasonably be expected to have a material adverse effect.

(i) Bulk Sales/Consumer Laws. The PSL Sales Agreements and the offering of the PSLs to potential PSL Licensees complies with the consumer laws of the jurisdictions in which they are offered.

(j) PSL Revenues. The PSL Agent has no knowledge of any fact that would cause it or should have caused it to expect any payments on the PSL Revenues not to be paid in full when due.

Section 2.8 StadCo Acknowledgments. StadCo acknowledges that the proceeds from the sale of PSLs shall be collected solely for the account and benefit of ECSC and shall be unequivocally dedicated to Project Costs (as defined in the CCA). Such proceeds shall not be collected for the benefit of StadCo or the Bills, nor shall they be treated for any purpose as such, nor shall they be used to defray or otherwise satisfy any obligation of StadCo to ECSC. StadCo also acknowledges that the Stadium Lease will require that StadCo honor the rights of the holders of PSLs validly issued by ECSC during the term of such PSLs, including a requirement that StadCo cause the Bills to offer season tickets to the holders of valid PSLs, as will be more particularly provided in the PSLs and in the Stadium Lease.

Section 2.9 Team License. StadCo shall cause the Bills to enter into a license agreement with any Subagent(s), pursuant to which the Bills will authorize such Subagent(s), at no cost to the Subagent(s) and on such other terms and conditions as determined by the Bills (including provisions regarding confidentiality and protection of trade secrets), to utilize in connection with the marketing and sales of PSLs (i) a list of the Bills' current season ticket holders and the wait list of potential season ticket holders to allow such Subagent(s) to promote the sale of PSLs to those individuals consistent with the Marketing Plan, and (ii) certain of the Bills' logos, designs, trademarks, trade names, and service marks.

ARTICLE III TERM OF AGREEMENT; TERMINATION

Section 3.1 Term of Agreement. This Agreement, and the rights and obligations established thereby, is effective as of the date hereof (the "Effective Date") and expires on the earlier to occur of (i) the Stadium Lease Expiration Date (as defined in the Stadium Lease), or (ii) December 31 of the calendar year during which the tenth (10th) anniversary of the date on which the first Team Game is played at the Stadium, unless in either case this Agreement is terminated as set forth herein (the "Sales Term"). Promptly following the completion of the Sales Term, the

PSL Agent shall submit to ECSC a final report on the PSL sales program, including the information set forth in Section 4.1 and such other information as ECSC may reasonably request.

Section 3.2 Basis for Termination. This Agreement may be terminated at any time during the Sales Term:

- (a) upon the mutual written agreement of the Parties;
- (b) automatically upon the termination of the Stadium Lease; or
- (c) by ECSC, upon (i) the adjudication of StadCo as bankrupt, or StadCo suffering permanent or temporary court-appointed receivership of all or substantially all of its property or assets, (ii) making a general assignment for the benefit of creditors or filing of a voluntary bankruptcy petition, (iii) suffering the filing of an involuntary bankruptcy petition that is not dismissed within sixty (60) days after filing, in which case termination shall be effective thirty (30) days after notice is given of such intent to terminate or (iv) the material breach of this Agreement by StadCo, which failure is not cured within thirty (30) days after StadCo receives notice of such breach from ECSC.

Section 3.3 Effect of Termination.

(a) Upon any termination or expiration of this Agreement, for whatever reason, then, in any such case, all of StadCo's (and the PSL Agent's) rights hereunder regarding the PSLs and the use of ECSC Marks, Architectural Images and the Marketing Materials shall automatically terminate and automatically revert to ECSC, effective as of such time, and StadCo and the PSL Agent shall have no further rights thereto under the terms of this Agreement.

(b) The termination or expiration of this Agreement shall not release or relieve any Party from any obligations or liabilities incurred prior to or as a result of such termination or expiration, including either Party's obligations or liabilities under the CCA.

(c) Upon any termination or expiration of this Agreement, the PSL Agent shall provide to ECSC a copy of all PSL Sales Agreements that have not already been delivered to ECSC.

(d) Notwithstanding any termination or expiration of this Agreement, the provisions of Article VI (to the extent amounts are due), Article VIII, Article XI, Article XIII, Article XIV, and Article XVI and Sections 2.7, 3.3 and 4.2, shall survive any such termination or expiration of this Agreement.

ARTICLE IV PSL PROCEEDS

Section 4.1 Payments. During the Sales Term, the PSL Agent is authorized to enter into PSL Sales Agreements with PSL Licensees on behalf of ECSC so long as such PSL Sales Agreements are in the form approved by ECSC pursuant to the terms of Section 2.4 hereof, and to process payments in connection therewith. The PSL Agent shall deposit all PSL Revenues, minus the PSL Costs permitted to be retained by the PSL Agent pursuant to this Agreement, to the Project

Account (as defined in the CCA) or such other deposit account as the PSL Agent and ECSC may direct or establish, but in no event shall such account be owned by or be for the benefit of the PSL Agent or StadCo. All PSL Revenues are unequivocally dedicated to Project Costs (as defined in the CCA).

Section 4.2 No Liens. The PSL Agent shall not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Lien upon (or grant the right to file any financing statement against), or with respect to, any payments due under the PSL Sales Agreements, or assign any right to receive income in respect thereof, except as expressly allowed herein.

ARTICLE V BUDGET

Section 5.1 PSL Budget. Following the Effective Date of this Agreement, the PSL Agent shall promptly prepare a budget, on an annual basis on or before March 1 of the relevant year, for the costs and expenses incurred to perform the marketing and promotion of PSLs for each year hereunder (“PSL Budget”) identifying projected costs associated with the PSL Agent’s performance of services under this Agreement and provide a copy of each PSL Budget to ECSC. The PSL Agent shall be permitted to reimburse itself and its Subagents for all the costs and expenses incurred in connection with any revenues associated with the sale of PSLs, and subject to the limitations provided for in, Section 6.1, reimburse itself and its Subagents for all of the costs and expenses incurred in connection with preparing the PSL Budget. PSL Budget costs and expenses shall include salaries of dedicated personnel who are performing services under this Agreement, including ECSC staff or contractors who are performing services related to PSLs (to the extent costs and expenses of such staff or contractors can be properly segregated and allocated to the activities of ECSC related to PSL sales and costs of feasibility studies, an equitable share of the costs and expenses of the Sales Center, preparation of Marketing Plans and PSL Budgets, creation of Marketing Materials, all other fees, costs, and expenses related to PSLs, and other items identified in the PSL Budget). Only the costs and expenses incurred by the PSL Agent or ECSC with respect to PSL sales shall be (i) included in the PSL Budget and (ii) as incurred, reimbursable as PSL costs and expenses to the extent included in the PSL Budget (“PSL Costs”), pursuant to, and subject in any event to the limitations provided for in, Section 6.1. The PSL Budget shall be updated from time to time as circumstances warrant.

ARTICLE VI COMPENSATION AND PAYMENT

Section 6.1 Cost Reimbursement. The PSL Agent shall be permitted to reimburse itself and its Subagents for all the costs and expenses incurred in connection with any revenues associated with the sale of PSLs, and the PSL Agent shall be solely responsible for reimbursing any Subagent for the PSL Costs incurred consistent with the PSL Budget throughout the Sales Term (including the costs and expenses provided for in Sections 2.2, 4.1, 5.1, 13.1 and 14.1). The PSL Agent shall compile and submit to ECSC copies of all requisite receipts and other documentation reasonably required to verify PSL Costs incurred by the PSL Agent or its Subagents in performing services under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the obligations of ECSC under this Section 6.1 and Section 6.2 and for all PSL

Costs in this Agreement (including, the costs and expenses provided for in Sections 2.2, 4.1, 5.1, 13.1, and 14.1) shall be payable solely from, and the source of payments of such obligations shall in any event be limited to, the aggregate of the applicable amounts paid by the PSL Licensees under the PSL Sales Agreements constituting proceeds of sales (in addition to any interest charges (if any)) to such PSL Licensees of PSLs to the extent and only to the extent, such amounts and proceeds are received by the PSL Agent (either directly or to the Project Account or such other deposit account as the PSL Agent and ECSC may direct or establish), and, as applicable, in the case of the proceeds of such sales of the rights to receive PSL Revenues under such PSL Sales Agreements. The ECSC shall have no liability for any PSL Costs hereunder.

Section 6.2 Compensation. In addition to reimbursement of the PSL Costs incurred by the PSL Agent and/or its Subagents pursuant to Section 6.1 above, the PSL Agent and/or the PSL Agent's Subagent(s), as applicable, will receive commissions for sales of PSLs sold by the PSL Agent or its Subagent(s) (the "Commissions"), as determined pursuant to this Section 6.2. Payment of Commissions earned hereunder shall be based on the attainment of certain performance benchmarks by the PSL Agent and/or its Subagent(s). Prior to the commencement of PSL sales, the PSL Agent shall enter into appropriate agreements with each Subagent which establish performance benchmarks on which to base the payment of all or a portion of the Commissions to be received by such Subagent. Such performance benchmarks shall take into account the applicable PSL pricing structure, prepayments and other factors and may be subject to adjustment from time to time.

Any performance benchmarks applicable to Commissions payable to the PSL Agent and any Subagent shall be subject to review and approval by ECSC in its reasonable discretion. The duties of ECSC under this Section 6.2 shall be subject to the limitations provided for in Section 6.1.

ARTICLE VII ASSIGNMENT AND SUBCONTRACTING OF AGREEMENT

Section 7.1 StadCo. StadCo may not assign, transfer or otherwise dispose of or encumber any of its rights or duties hereunder without the prior written Consent of ECSC in its sole discretion; provided, however that nothing in this Agreement shall prevent the PSL Agent from utilizing the services of such Subagents as it deems reasonably appropriate to perform its obligations under this Agreement; provided, further that the PSL Agent shall require its Subagents to comply with all applicable terms and conditions of this Agreement in providing such services; and provided, further that ECSC agrees that this Agreement may be assigned by StadCo without the Consent of ECSC as permitted in Sections 6.3 and 13.1 of the Stadium Lease. StadCo shall be wholly responsible for the acts and omissions of the PSL Agent and any Subagents, and use of the PSL Agent and such Subagents shall not relieve StadCo of any of its obligations under this Agreement. In each such case of an assignment permitted under this Agreement, StadCo shall furnish the executed assignment and assumption agreement for such transaction to ECSC, and the assignee therein shall, from and after the effectiveness of such assignment and assumption agreement, be a party to this Agreement as successor to StadCo and StadCo shall, to the extent so assigned and assumed, be released from its obligations under this Agreement relating to periods after such assignment.

Section 7.2 ECSC. ECSC may not assign or transfer any of its rights or duties hereunder except upon two (2) business days' prior notice to StadCo, to an Affiliate (as defined in the Stadium Lease) or to another public benefit corporation of the State, provided that such assignee is also assigned, and assumes full responsibility for the performance of all of the obligations of ECSC under, the Stadium Lease. Notwithstanding the foregoing, the rights and duties of ECSC under this Agreement (including any determinations made or actions taken on behalf of ECSC by its agent(s) and representative(s) pursuant to Section 2.6 above) shall inure to the benefit of and be binding upon any successor to ECSC without any further action or approval by StadCo.

ARTICLE VIII CONFIDENTIALITY

Section 8.1 Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, contract pricing or other information developed or received by or for StadCo or ECSC related to the sale of the PSLs (other than Marketing Materials) and all other written information submitted to StadCo in connection with the performance of this Agreement shall be held as confidential information to the extent permitted by Applicable Law, including laws of privacy and trade secrets, and shall not be used for any purposes other than the performance of the obligations of the Parties under this Agreement (or as required by the NFL), nor be disclosed to any Party not associated with performance and consummation of such obligations unless required by Applicable Law, or the information that would otherwise be deemed confidential has otherwise (i) been previously publicly disclosed, without the benefit of an agreement of confidentiality, by the disclosing Person, (ii) become public knowledge without the breach of the receiving Party hereunder, (iii) been independently developed by the receiving Party without use of the other Party's confidential information, or (iv) is subject to disclosure by ECSC pursuant to Applicable Law including but not limited to Article 6 of the New York State Public Officers Law a/k/a, the Freedom of Information Law. The PSL Agent agrees to require its Subagents to comply with this provision.

ARTICLE IX USE OF ECSC MARKS AND ARCHITECTURAL IMAGES

Section 9.1 License of ECSC Marks and Architectural Images to PSL Agent. Subject to the terms and conditions of this Agreement, during the Sales Term, ECSC hereby grants to the PSL Agent, and the PSL Agent hereby accepts, an exclusive, nontransferable (subject to the terms of Section 7.1), royalty-free, sublicensable right to, subject at all times to ECSC's Consent (i) use ECSC Marks for any lawful purpose for the sole purpose of executing the PSL Agent's rights and responsibilities under this Agreement, and (ii) use and exploit, including the right to reproduce, prepare derivative works, distribute, perform, display, and publish, the Architectural Images for any lawful purpose for the sole purpose of executing the PSL Agent's rights and responsibilities under this Agreement. The ECSC shall not, and is not granting, any right or license herein to the PSL Agent for which it does not have the right to do so.

Section 9.2 Trademark Use Guidelines. The PSL Agent shall comply with all Applicable Law pertaining to the proper use and designation of Trademarks and with the Trademark Guidelines set forth from time to time by ECSC with respect to the appearance and manner of use of the Trademarks licensed by ECSC hereunder (the "Licensed Trademarks"),

which rules and practices are provided or otherwise made available to the PSL Agent in written or electronic form.

Section 9.3 Modification of Licensed Trademarks. The PSL Agent shall not be permitted to modify or alter the Licensed Trademarks without prior written approval of ECSC in its sole discretion. In using any Licensed Trademarks of ECSC, the PSL Agent shall indicate that such Licensed Trademarks are Licensed Trademarks of ECSC and shall cause to appear such legends, markings, and notices as may be reasonably requested by ECSC in order to give appropriate notice that such Licensed Trademarks are owned by ECSC and licensed hereunder. Any use of such Licensed Trademarks not specifically provided for by the Trademark Guidelines (including any uses not contemplated by the Trademark Guidelines, any uses in contravention of such rules and practices, and any clarifications of the Trademark Guidelines) shall be utilized by the PSL Agent only upon the prior written approval of ECSC in its sole discretion.

Section 9.4 Request for Licensed Trademark Usage Documentation. At ECSC's reasonable request, the PSL Agent agrees to furnish from time to time to ECSC for ECSC's inspection and judgment of quality and design, true, representative samples of any written or other graphic matter bearing any of the Licensed Trademarks. On written notification by ECSC, the PSL Agent shall promptly correct any use of such Licensed Trademarks that ECSC determines does not comply with the Trademark Guidelines and/or proper trademark usage as set forth herein or which, in the good faith opinion of ECSC, detracts from the goodwill and reputation of such Licensed Trademarks, contributes to such Licensed Trademarks losing trademark significance, or impairs ECSC's right to use such Licensed Trademarks. The ECSC cannot require the PSL Agent to modify previously approved uses or materials, except: (i) pursuant to changes in Applicable Law, as required by a court or other authority in a decision regarding the Licensed Trademarks, or as part of a settlement of a dispute involving the Licensed Trademarks, in which case the PSL Agent shall have a reasonable work out period to exhaust then-current materials using the Licensed Trademark and the PSL Agent's costs in making changes necessary to comply with the change in Applicable Law shall form part of the PSL Budget (unless such work out period would violate Applicable Law, decision or settlement, in which case the PSL Agent shall modify such materials and the PSL Agent's costs in modifying such materials and in making changes necessary to comply with the change in Applicable Law, decision or settlement shall form part of the PSL Budget) and (ii) pursuant to changes in the Trademark Guidelines (other than as a result of a change in Applicable Law, decisions or settlements) in which case the PSL Agent shall have a reasonable work out period to exhaust then-current materials using the Licensed Trademarks and the PSL Agent's costs in making changes necessary to comply with the new Trademark Guidelines shall form part of the PSL Budget.

Section 9.5 Confirmation of Licensors. The PSL Agent acknowledges and agrees that all rights accruing from the use of ECSC Marks and Architectural Images, including any goodwill, inures to the benefit of ECSC and will be the exclusive property of ECSC. To the extent any right in or to any ECSC Marks or Architectural Images or in the goodwill associated therewith is deemed to accrue to the PSL Agent, including as a result of any joint development, the PSL Agent hereby assigns such right and goodwill to ECSC for no additional consideration, subject to all rights, obligations, and interests of the Parties set forth herein. At the request of ECSC, the PSL Agent will take all actions and execute and deliver all documents necessary or desirable to secure or preserve ECSC's right, title, and interest in and to ECSC Marks and Architectural Images.

Statements herein regarding the ownership of any ECSC Marks and Architectural Images or with respect to the right, title or interest in or to any ECSC Marks and Architectural Images are intended to allocate and confirm rights among the Parties and are not a representation or warranty with respect to any ECSC Marks and Architectural Images.

Section 9.6 Registrations; Notices; Enforcement. The registration, notice, and enforcement sections of the Stadium Lease applicable to ECSC Marks and Architectural Images shall apply to this Agreement, mutatis mutandis.

ARTICLE X SUBLICENSING

Section 10.1 Sublicensing. EXCEPT AS OTHERWISE AGREED UPON BY THE PARTIES IN WRITING, StadCo SHALL BE LIABLE FOR ALL ACTIONS OR INACTIONS OF EACH OF ITS SUBCONTRACTORS, SUBAGENTS, AND SUBLICENSEES HEREUNDER, INCLUDING THE PSL AGENT AND ANY SUBAGENTS. StadCo SHALL CAUSE EACH SUBCONTRACTOR, SUBAGENT, AND SUBLICENSEE, INCLUDING THE PSL AGENT AND ANY SUBAGENTS, BEFORE SUCH SUBCONTRACTOR, SUBAGENT, AND SUBLICENSEE HEREUNDER EXERCISES ANY SUBCONTRACT, SUBAGENT OR SUBLICENSE RIGHTS, TO EXECUTE A WRITTEN AGREEMENT AGREEING TO BE BOUND BY THE APPLICABLE TERMS AND CONDITIONS OF THIS AGREEMENT APPLICABLE TO StadCo OR THE PSL AGENT, AS APPLICABLE. EACH SUCH SUBCONTRACT, SUBAGENT OR SUBLICENSE ARRANGEMENT SHALL SPECIFY THAT IT SHALL TERMINATE UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. THE TERMS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

ARTICLE XI RIGHT TO INSPECT RECORDS OF THE PSL AGENT

Section 11.1 Right to Inspect. The ECSC, through its authorized employees, representatives or agents, including any legislative auditor, shall have the right during the Sales Term and for three (3) years from the date of the termination or expiration of this Agreement, to audit the books and records of the PSL Agent (and any Subagent) relating to the revenues, costs, and expenses of the PSLs and the program associated therewith, in each case upon reasonable prior written notice, with such inspection to occur at a mutually convenient time and place. The PSL Agent agrees to maintain (and to cause all Subagents to maintain) books and records with respect to such PSL matters in accordance with generally accepted accounting principles. In the event any amounts with respect to proceeds of sales of the PSLs are found to be due and owing to ECSC under this Agreement by the PSL Agent, the PSL Agent shall promptly pay such amounts. All such materials and information received by ECSC hereunder shall be held as confidential to the extent provided in Article VIII.

**ARTICLE XII
NON-DISCRIMINATION**

Section 12.1 Employee Non-Discrimination. The PSL Agent shall not (and shall cause its Subagents not to) discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background or marital status, in violation of Applicable Law.

Section 12.2 PSL Purchaser Non-Discrimination. Furthermore, the PSL Agent shall not (and shall cause its Subagents not to) discriminate against any prospective PSL Licensee because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background or marital status, in violation of Applicable Law.

**ARTICLE XIII
INDEMNIFICATION**

Section 13.1 Indemnification and Payment of Damages by PSL Agent. To the fullest extent permitted by Applicable Law, StadCo hereby agrees to protect, defend, hold harmless, and indemnify each ECSC Indemnified Person from and against any and all Damages resulting from a Claim, excluding, however, Damages to the extent resulting from gross negligence or willful misconduct on the part of such ECSC Indemnified Person.

**ARTICLE XIV
INSURANCE**

Section 14.1 Insurance. During the Sales Term and for two (2) years thereafter (or for the longest term for which such insurance is available at a commercially reasonable rate), StadCo shall purchase and maintain, or cause to be purchased and maintained, in full force and effect insurance policies with respect to employees, subcontractors, and Subagents and vehicles assigned to the performance of services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit A hereto. StadCo shall purchase and maintain, or cause to be purchased and maintained, the insurance policies required by Article XIV of this Agreement.

**ARTICLE XV
MISCELLANEOUS**

Section 15.1 Amendments. No amendment or modification of this Agreement shall be valid unless in writing and duly executed by ECSC and the PSL Agent.

Section 15.2 Entire Agreement. This Agreement represents the entire agreement between ECSC and StadCo with respect to the subject matter set forth herein. Nothing in this Agreement is intended to supersede, modify or terminate any of the Stadium Agreements (as defined in the Stadium Lease). No other understanding, agreements, conversations or otherwise, with any representative of ECSC or StadCo prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement.

Section 15.3 No Presumption Against Drafter. This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party had been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

Section 15.4 Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be inconsistent with, invalid or unenforceable under any Applicable Laws, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by any Applicable Laws.

Section 15.5 Relationship of Parties. It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture among the Parties.

Section 15.6 Incorporation by Reference. All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement.

Section 15.7 Waiver. No action taken pursuant to or related to this Agreement, including any investigation by or on behalf of a Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement. A Party's exercise of or failure to exercise any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

Section 15.8 Notice of Matters. In the event that any Party receives knowledge about any matter that may constitute a breach of any of its warranties or covenants set forth in this Agreement that arises after the date of this Agreement, it shall promptly notify the other Party of the same in writing.

Section 15.9 Form of Notices; Addresses. All notices, requests, Consents or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this Section 15.9):

To PSL Agent:

Bills Stadium and Events Company, LLC

One Bills Drive
Orchard Park, New York 14127
Attention: Ron Raccuia
Telephone: (716) 648-1800

With a copy at the same time and in the same manner to:

Loeb & Loeb LLP
10100 Santa Monica Boulevard, Suite 2200
Los Angeles, California 90067
Attention: Scott Zolke
Telephone: (310) 282-2299

To ECSC: New York State Urban Development Corp. d/b/a Empire State
Development
Attn: General Counsel
633 Third Avenue, 37th Floor
New York, New York 10017

Each notice shall be deemed received upon the earlier of receipt or three (3) days after the date of deposit with the United States Postal Service if sent by certified mail as provided above, or one (1) Business Day after deposit with the overnight courier specifying “next Business Day” delivery, or upon the date delivery is made; *provided, however*, that any refusal to accept delivery shall be deemed to constitute receipt.

Section 15.10 Calculation of Time. Unless otherwise stated, all references to “day” or “days” shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

Section 15.11 Headings. The headings of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

Section 15.12 Additional Documents and Approval. The Parties, whenever and as often as each shall be reasonably requested to do so by the other Party, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement. Furthermore, ECSC shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization or illegality, or to cure any other defect that has been asserted or

threatened. Without limitation of the other applicable provisions of this Agreement, whenever this Agreement provides for the approval or Consent by ECSC, such approval or Consent shall not be unreasonably withheld, conditioned or delayed.

Section 15.13 Governing Law; Venue. Subject to the terms and conditions of Article 20 of the Stadium Lease, each Party hereby consents to the jurisdiction of the courts of the State of New York sitting in Erie County and/or the United States District Court for the Western District of New York in any Proceeding (as defined in the Stadium Lease) arising under or relating to this Agreement (with Buffalo, New York, as the venue for any Proceeding). Each Party agrees not to institute suit against the others in a court in any jurisdiction, except as stated above, without the other Parties' consent. Each such Party waives any claim that Erie County, New York or the Western District of New York is an inconvenient forum or an improper forum based on improper venue. Each such Party agrees to service of process in any form or manner permitted by law, addressed to it as set forth in Section 15.8. The Parties further agree that all matters with respect to the validity, construction or interpretation of this Agreement shall be governed by and interpreted in accordance with the internal law of the State of New York, without reference to any conflict of laws provisions except for Sections 5-1401 and 5-1402 of the New York General Obligations Law. Each Party agrees that a true, correct and complete copy of this Agreement kept in a Party's course of business may be admitted into evidence as an original.

Section 15.14 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and, to the extent provided herein, their respective Affiliates, successors, and permitted assigns, and no provision of this Agreement shall be deemed to confer upon other Persons any remedy, claim, liability, reimbursement, cause of action or other right.

Section 15.15 Execution in Counterparts and Delivery of Electronic Signatures. This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and will together constitute but one and the same instrument. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving Party may rely on the receipt of such executed counterpart as if the original had been received.

Section 15.16 Conflicts of Interest. To prevent a conflict of interest, the Parties certify that to the best of their knowledge, no ECSC officer, employee or authorized representative has any financial interest in the business of StadCo and that no person associated with StadCo (or the Team) has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement.

ARTICLE XVI DISPUTE RESOLUTION

Section 16.1 Dispute Resolution. The provisions of Section 20.1 of the Stadium Lease regarding dispute resolution shall apply to this Agreement, *mutatis mutandis*, with reference to this Agreement and the Parties (rather than the Stadium Lease and the parties thereto), such that controversies between the PSL Agent and ECSC regarding the construction or application of this Agreement, and Claims arising out of this Agreement or any breach of this Agreement, shall be subject to such dispute resolution provisions.

Section 16.2 Injunctive Relief; Specific Performance. The Parties acknowledge that the rights conveyed by this Agreement and the covenants of the Parties are of a unique and special nature, and that any violation of this Agreement shall result in immediate and irreparable harm to ECSC or StadCo, as applicable, and that in the event of any actual or threatened breach or violation of any of the provisions of this Agreement each Party (subject to Section 16.1) shall be entitled as a matter of right to seek injunctive relief or a decree of specific performance from any court of competent jurisdiction. The alleged breaching Party waives the right to assert the defense that such breach or violation can be compensated adequately in Damages in an action at law.

Section 16.3 Remedies Cumulative. All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Notwithstanding the foregoing, or any other provision of this Agreement, ECSC shall not be liable for monetary damages under this Agreement for any reason, including any actual or alleged breach or nonperformance by any Person, including ECSC.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

ERIE COUNTY STADIUM CORPORATION

By: 
Name: Steven Ranalli
Title: President

BILLS STADIUM AND EVENTS COMPANY, LLC

By: _____
Name: Terrence M. Pegula
Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

ERIE COUNTY STADIUM CORPORATION

By: _____

Name: Steven Ranalli

Title: President

BILLS STADIUM AND EVENTS COMPANY, LLC

By: Terrence M. Pegula

Name: Terrence M. Pegula

Title: Authorized Signatory

SCHEDULE 1

DEFINITIONS AND RULES AS TO USAGE

“Affiliate” of a specified Person shall mean any corporation, partnership, limited liability company, sole proprietorship or other Person that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with the Person specified. For purposes of this definition, the terms “controls,” “controlled by” or “under common control” mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person.

“Agreement” shall have the meaning set forth in the Preamble, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Applicable Law” or “Applicable Laws” shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, permits, requirements, and orders that (i) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Authority or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person) and (ii) are applicable to this Agreement or the performance of the obligations of the Parties under this Agreement, including any bulk sales act and consumer laws of the jurisdictions in which they are offered.

“Architectural Images” means those certain images provided by StadCo and owned by ECSC in connection with the Marketing Materials.

“Bills” shall have the meaning set forth in the Recitals.

“Business Day” shall mean any day other than a Saturday, Sunday or other day on which banks are required or authorized to close in Orchard Park, New York.

“CCA” shall have the meaning set forth in the Recitals.

“Claim” shall mean any claim, demand or dispute relating to this Agreement or any PSL Sales Agreement, including claims, demands or disputes (i) regarding the sale of PSLs, (ii) regarding the collection, fulfillment, and administrative costs incurred in connection with the sale of PSLs, (iii) related to refunds to be made under any individual PSL Sales Agreements, (iv) for any charge or cost imposed by any Governmental ECSC against ECSC with respect to the marketing and sale of PSLs, (v) resulting from a termination or discontinuation of the PSL program, unless such termination or discontinuation is caused by ECSC, (vi) resulting from any alleged violation of state or federal consumer finance laws committed by the PSL Agent or any Subagent in connection with the sale of PSLs, and (vii) any other acts or omissions of StadCo, the PSL Agent or any Subagent in carrying out their respective obligations under this Agreement or in connection with the sale of PSLs.

“Commissions” shall have the meaning set forth in Section 6.2.

“Consent” shall mean prior consent or approval of a Party in writing which shall not be unreasonably withheld, conditioned or delayed, as further provided in Section 2.7.

“County” shall have the meaning set forth in the Recitals.

“Damages” shall mean any loss, liability, damage, cost, and expense, including costs of investigation and defense and reasonable attorneys’ fees, whether for money damages, or for equitable or declaratory relief, and may include incidental, consequential, exemplary, punitive, and similar Damages when asserted in connection with a third party Claim.

“ECSC” shall have the meaning set forth in the Preamble.

“ECSC Indemnified Persons” shall mean ECSC, ESD, the County and their elected officials, appointed officials, board members, volunteers, officers, employees, agents, and attorneys.

“ECSC Marks” means those ECSC marks, including Architectural Images, approved by ECSC for PSL Agent’s use as designated from time to time by ECSC. ECSC shall not include any ESD marks or State marks.

“Effective Date” shall have the meaning set forth in Section 3.1.

“ESD” shall have the meaning set forth in the Preamble.

“Governmental Authority” shall mean any federal, state, county, city, local or other government or political subdivision or any agency, authority, board, bureau, commission, department or instrumentality thereof.

“Licensed Trademarks” shall have the meaning set forth in Section 9.3.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any financing lease having substantially the same economic effect as any of the foregoing).

“Marketing Materials” shall have the meaning set forth in Section 2.5.

“Marketing Plan” shall have the meaning set forth in Section 2.2(a).

“NFL” shall have the meaning set forth in the Recitals.

“Party” or “Parties” shall mean either or both of ECSC and StadCo, including in its capacity as the PSL Agent.

“Person” shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental ECSC or any other entity.

“PSL Agent” shall have the meaning set forth in Section 2.1.

“PSL Budget” shall have the meaning set forth in Section 5.1.

“PSL Costs” shall have the meaning set forth in Section 5.1.

“PSL Licensee” shall mean the licensee under a PSL, and such licensee’s guests utilizing the licensee’s PSL.

“PSL Revenues” shall mean revenues derived from the sales of PSLs.

“PSL Sales Agreements” shall have the meaning set forth in Section 2.4.

“PSLs” shall have the meaning set forth in the Recitals.

“Replacement PSL” shall have the meaning set forth in Section 2.1.

“Sales Center” shall have the meaning set forth in Section 2.2(b).

“Sales Term” shall have the meaning set forth in Section 3.1.

“StadCo” shall have the meaning set forth in the Preamble.

“Stadium” shall have the meaning set forth in the Recitals.

“Stadium Events” shall have the meaning set forth in the Recitals.

“Stadium Lease” shall have the meaning set forth in the Recitals.

“Subagent” shall have the meaning set forth in Section 2.1.

“Team IP” shall mean intellectual property rights of, or owned by (or licensed to) the Team, including copyrights, trademarks, service marks, trade dress, patents, and any other intellectual property rights.

“Team” shall have the meaning set forth in the Recitals.

“Team Games” shall have the meaning set forth in the Recitals.

“Trademark Guidelines” shall mean the Trademark Guidelines referred to in Section 9.3 as from time to time in effect.

“Trademarks” shall mean the trademarks and trademark rights of ECSC to which the license under Section 9.2 pertains.

RULES AS TO USAGE

1. The terms defined above have the meanings set forth above for all purposes, and such meanings are applicable to both the singular and plural forms of the terms defined.
2. “Include,” “includes,” and “including” shall be deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import.
3. “Writing,” “written,” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.
4. Any agreement, instrument or Applicable Law defined or referred to above means such agreement or instrument or Applicable Law as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or Consent and (in the case of Applicable Law) by succession of comparable successor Applicable Law and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.
5. References to a Person are also to its permitted successors and assigns.
6. Any term defined above by reference to any agreement, instrument or Applicable Law has such meaning whether or not such agreement, instrument or Applicable Law is in effect.
7. “Hereof,” “herein,” “hereunder,” and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto. References in an instrument to “Article,” “Section,” “Subsection” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to such agreement or instrument. All references to exhibits or appendices in any agreement or instrument that is governed by this Appendix are to exhibits or appendices attached to such instrument or agreement.
8. Pronouns, whenever used in any agreement or instrument that is governed by this Appendix and of whatever gender, shall include natural Persons, corporations, limited liability companies, partnerships and associations of every kind and character.
9. References to any gender include, unless the context otherwise requires, references to all genders.
10. “Shall” and “will” have equal force and effect.
11. Unless otherwise specified, all references to a specific time of day shall be based upon Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the date in question in The County of Erie, New York.
12. References to “\$” or to “dollars” shall mean the lawful currency of the United States of America.

EXHIBIT A

INSURANCE COVERAGE REQUIREMENTS

Pursuant to Section 14.1 of this Agreement, StadCo shall purchase and maintain at its own cost and expense the following insurance coverage:

(a) a commercial general liability insurance policy (“StadCo’s GL Policy”), written on an occurrence basis, naming StadCo as the named insured (with the effect that StadCo and its employees are covered), affording protection against liability arising out of personal injury, bodily injury and death or property damage and containing provisions for severability of interests. StadCo’s GL Policy shall be in such amount and with such policy limits so that (i) the limits are adequate to maintain StadCo’s Excess/Umbrella Policies without gaps in coverage between StadCo’s GL Policy and StadCo’s Excess/Umbrella Policies (but not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence), One Million and No/100 Dollars (\$1,000,000.00) personal and advertising injury, Two Million and No/100 Dollars (\$2,000,000.00) completed operations aggregate, Two Million and No/100 Dollars (\$2,000,000.00) general aggregate, and One Million and No/100 Dollars (\$1,000,000.00) fire legal liability; and (ii) the deductible or self-insured retention not to exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per occurrence;

(b) a business automobile liability insurance policy policies covering all vehicles, whether owned, non-owned and hired or borrowed vehicles, naming StadCo as the insured, affording protection against liability for bodily injury and death or for property damage in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit per occurrence or its equivalent and with a deductible or self-insured retention not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) per accident;

(c) an excess or umbrella liability insurance policy or policies, written on an occurrence basis naming StadCo as the insured, in an amount not less than Fifty Million and No/100 Dollars (\$50,000,000.00) per occurrence and in the aggregate for personal injury, bodily injury and death or property damage liability combined, such policies to be written on an excess basis above the underlying policies, including commercial general liability, business auto and employer’s liability, and following the form of such required underlying policies;

(d) a workers’ compensation insurance policy and any and all other statutory forms of insurance now or hereafter prescribed by Applicable Law, providing statutory coverage under the laws of the State of New York for all Persons employed by StadCo, and employers liability insurance policy, naming StadCo as the insured, affording protection of not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease (policy limit), and with each deductible or self-insured retention not exceeding One Million and No/100 Dollars (\$1,000,000.00) per accident, or such higher deductible as is commonly utilized by other NFL teams; and

(e) terrorism coverage, to the extent provided under TRIA or an extension thereof, shall be required for all insurance policies required in this agreement.

All insurance policies required to be procured under this Agreement shall be effected under valid policies issued by insurers which have a rating no lower than "A" by the most recent Best's Key Rating Guide or Best's Agency's Guide; provided that StadCo may utilize insurers with lower Best's Key Rating Guide or Best's Agency's Guide ratings with the prior written approval of ECSC.

Other than StadCo's Worker's Compensation/Employer's Liability Policy, all insurance policies required under this Agreement to be maintained by StadCo and its assignees, sublessees or its licensees shall name ECSC, the County, and any mortgagees, and their respective shareholders, members, owners, officers, directors, employees, representatives, and agents as additional insured, as applicable. The insurance afforded to additional insureds hereunder shall be primary insurance and, in the event the additional insureds maintain other insurance that is applicable to the loss, it will be on an excess or contingent basis.